

RESOLUTION 2016-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN HAVERHILL, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HAVERHILL AND PALM BEACH COUNTY TO PROVIDE GEOGRAPHICAL AND ANALYTICAL PRODUCT ACQUISITION COORDINATION TO THE TOWN OF HAVERHILL; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Town of Haverhill and the County have recognized the need for working together for the purpose of obtaining mutually desired geographic data and analytical products at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

NOW THEREFORE BE IT RESOLVED, that the **Town of Haverhill** is desirous to participate in the Palm Beach County LIDAR project and hereby agrees to enter into an Interlocal Agreement with the County to provide geographical data and analytical product coordination and distribution for the benefit and assistance to the Town of Haverhill for future mapping products and services.

BE IT FURTHER RESOLVED, that the Town Council of the **Town of Haverhill** authorize the Mayor and Town Administrator to negotiate the final terms of the Agreement for the benefit to the Town and its needs.

Approved on this *14 day of April* 2016.

TOWN OF HAVERHILL, FLORIDA

	FOR	AGAINST
JAY G. FOY, MAYOR	✓	_____
LAWRENCE GORDON, VICE MAYOR	✓	_____
JO H. PLYLER, COUNCIL MEMBER	✓	_____
REMAR M. HARVIN, COUNCIL MEMBER	✓	_____
MARK C. UPTGRAPH, COUNCIL MEMBER	✓	_____

Signed and sealed this 14th day of April, 2016



 Jay G. Foy, Mayor

ATTEST:

By: _____
 Janice C. Rutan, Town Administrator

Interlocal Agreement

This Interlocal Agreement (“Agreement”) for services is entered into this _____ day of _____, 201_, by and between the Public Sector Agency (“Agency”) and Palm Beach County (“County”) a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Agency and the County have recognized the need for working together for the purpose of obtaining mutually desired geographic data and analytical products at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the Agency and the County desire to enter into such an agreement which provides for the ability to cost-share on mutually beneficial projects and task orders for acquiring geographic data and products for use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide geographic data and analytical product acquisition coordination and distribution to the Agency for the purposes described in the attached Exhibit A.

Section 2 Approval

The County approves of the Agency's participation in the coordination and sharing of geographic data and products, and any other services as specified in the attached Exhibit A.

Section 3 Exhibits

The attached Exhibit A made a part hereof, delineates the services to be provided to the Agency by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of the County and the Agency in this regard, and sets forth the methodology for issuing Task Orders, and for billing and paying for partnership initiatives.

Section 4 Term

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

Section 5 Resale of IT Services

The Agency shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon sixty (60) days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide

the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The Agency and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party, however, shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Section 8 Insurance

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the

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governing bodies of both the Agency and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Agency
_____, Agency Manager
Address
(Telephone: 561-)

With a copy to: _____, Agency Attorney
Address
(Telephone: 561-)

To: **COUNTY:** Verdenia C. Baker, County Administrator
c/o Steve Bordelon, Information Systems Services Director
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

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With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the Agency and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both parties. This Agreement shall be binding upon the Agency and the County and their respective successors and assigns.

Section 13 Filing

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

Section 14 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

Section 15 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Section 16 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 17 Subject to Funding

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

Section 18 Nondiscrimination

Both parties warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 19 Access and Audits

The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Agency's place of business.

Section 20 Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 21 Regulations, Licensing Requirements

The Agency shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Agency is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

(The remainder of this page intentionally left blank.)

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ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Name, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Steve Bordelon, Director, ISS

Agency

By: _____
Name , City/Agency Clerk

By: _____
Name, City/Agency Executive

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Name , City/Agency Attorney

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (County) GIS SERVICES

The purpose of this Exhibit is to delineate the Geographic Information Systems (GIS) Services to be provided to the Public Agency ("Agency") by the Palm Beach County Information Systems Services Department ("County") to identify the roles and responsibilities of the County and the Agency in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

Section A: General Requirements for GIS Data Storage

Mutually desired GIS data and analysis products, once acquired, will be hosted on the County Enterprise GIS.

The County shall provide the Agency with access to the Enterprise GIS on a best-effort basis and otherwise provided herein. For ESRI ArcMap, a Direct Connect method will be required to gain access to the Enterprise GIS. For all other client GIS software, an Oracle ODBC connection will be used.

Section B: Responsibilities for GIS Data Storage

The County shall be responsible for routine day-to-day management of the Enterprise GIS and provide a non-exclusive license for Agency to access mutually acquired GIS data and analytical products residing on the Enterprise GIS.

The Agency agrees the Enterprise GIS shall not be used for any purposes other than the access as set forth in this Exhibit or previously agreed to in writing.

Section C: Enterprise GIS Ownership

The County shall own all rights, title and interest in and to the Enterprise GIS and materials, including but not limited to, software, data or information developed or provided by County and

any methodologies, equipment, or processes used by the County to provide services to the Agency.

Section D: GIS Data Connection & Availability

The County will make every reasonable effort to limit outages and Enterprise GIS inaccessibility during the hosted GIS hours of availability as set forth in this Exhibit.

Section E: GIS Data Access Interference

The County will determine cause of Enterprise GIS interference and will utilize its best efforts to prevent any unanticipated Enterprise GIS interferences.

Section F: GIS Security

Agency will ensure that each Enterprise GIS user account is exclusively for that user and is kept confidential. The Agency shall comply with all governmental rules and regulations in the collection, handling and transfer of data stored within the Enterprise GIS.

Section G: Description of GIS Data Storage

A. Baseline GIS Data Storage from the County will include:

1. setup and configuration for access to the County's Enterprise GIS;
2. provide Enterprise GIS access 7 days a week, 24 hours per day, excluding scheduled maintenance;
3. provide a secure and dedicated access point for access to the Enterprise GIS via the County's wide area network;
4. create schema and user accounts necessary for access to the Enterprise GIS;
5. monitor GIS database and server environments, and perform routine maintenance services;
6. monitor and retain daily back-ups of database files, which will be performed after hours whenever possible; if data restoration is necessary, the time to restore data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable back-up copy is on site or has to be retrieved. The County will use

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reasonable efforts to restore data files; however, the County will not be liable if it is unable to do so; and

7. provide ISS Disaster Recovery Plan documentation. The County may invoke all or part of this Plan or any means necessary to protect data files upon successful confirmation of penetration to the Enterprise GIS; Agency accepts that County may elect to terminate access to hosting environment until such time as service can be restored in a secure manner;. In this event, County will notify Agency of measures taken to protect data files.

B. Agency Responsibilities will include:

1. GIS client software that will be used to access the County's Enterprise GIS;
2. maintain/update GIS client software to releases/versions that are supported by the latest County GIS Server software release;
3. provide network modifications as necessary to enable access to the County's Enterprise GIS;
4. provide users; and
5. provide end-user training to staff.

Section H: Protocol for Reporting Problems Pertaining to GIS Data Storage

All GIS issues should first be reported to the Agency's IT support staff. If the Agency's preliminary diagnosis of the reported problem indicates that it is related to a GIS data access issue, the IT technician should report the problem, including any error messages, to the County Customer Care Center at 561-355-HELP (4357). All GIS data access problems reported by the Agency will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the Agency is within four (4) hours of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

Section I: GIS and Maintenance

The County shall notify the Agency designee as to the time of any planned service, maintenance or repair work to the Enterprise GIS. County represents that it has verified that neither the County nor the County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to Agency-owned buildings under the Agreement.

Section J: Issue Escalation Contacts

Palm Beach County ISS

Palm Beach County 24x7 ISS Help Desk: 561-355-HELP (4357)

Kelly Ratchinsky, Division Director of ISS
561-355-4252 (office)
kratchin@pbcgov.org

Phil Davidson, Deputy Director of ISS
561-355-3956 (office)
pdavidso@pbcgov.org

Steve Bordelon, Director of ISS
561-355-2394 (office)
sbordelon@pbcgov.org

Agency Information Services

Name, Title:
Phone (office):
Office email:

Name, Title:
Phone (office):
Office email:

Section K: Fees and Charges for GIS Services

One of the goals of this Agreement is for County GIS Coordination to facilitate cost-sharing partnership initiatives among public agencies to acquire GIS mapping data and analysis products. Task Orders will be executed on a case-by-case basis and will outline the specifics of

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the partnership. Additionally, Palm Beach County ISS and the partner public agency will have full access and use of the GIS data and analysis products.

Section L: Additional GIS Services

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Agency in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$100,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Agency is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Agency. The Agency agrees to fully reimburse the County for all costs associated with the rendering of the County staff assistance and/or information technology resources. If the cost of services exceeds \$100,000, the Task Order shall be approved by the Board of County Commissioners.

Section M: Billing and Payment

The County shall submit quarterly invoices to the Agency which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with Florida law.

Section N: Annual Review of Fees and Charges

The County reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days advance notice will be provided. Any such rate adjustments shall be in writing via an Amendment to be executed by all parties.

Section O: Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Agency acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The Agency agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

In the event the Agency maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the Agency shall agree to maintain said insurance policies at limits not less than \$500,000.

When requested, the Agency shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Agency of its liability and obligations under this Agreement.

TASK ORDER

TASK ORDER # _____ PUBLIC AGENCY _____

ACCOUNT # _____ CONTRACT _____

COUNTY PROJECT MANAGER **Christine Benkly** PHONE **233-5305**

PROJECT NAME _____

LOCATION _____

TASK DESCRIPTION _____

DELIVERABLES +/- _____ DUE DATE _____

TASK ORDER TYPE _____ RETAINAGE _____

TOTAL AMOUNT _____

PROJECT MANAGER _____ DATE _____
Christine Benkly

CONSULTANT _____ DATE _____
Printed Name/Title:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO
TERMS AND CONDITIONS

COUNTY ATTORNEY

ISS DEPARTMENT DIRECTOR